



UNIVERSITY RELEASE AND INDEMNIFICATION AGREEMENT

For Use Of University Facilities By Non-University Groups

Name of Campus: _____

Purpose of Use: _____

The Pennsylvania State University (hereinafter referred to as "University"), hereby agrees to permit _____ (hereinafter referred to as "Organization") to use the following University premises: _____ on _____ from _____ (A.M) (P.M) to _____ (A.M) (P.M), but only for the purpose(s) listed above.

In consideration of University permitting Organization to use University premises, and intending to be legally bound, Organization hereby agrees as follows:

1. Organization, on behalf of itself, its members, agents and employees hereby releases University, its trustees, officers, agents and employees, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever while Organization is in or upon University premises or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of University premises or any activity carried on by the Organization in connection therewith.
2. Organization hereby covenants and agrees to indemnify, defend and hold harmless University, its trustees, officers, agents and employees, from and against any and all liability, claims, charges, expenses (including counsel fees) and costs on account of or by reason of any injuries, liability, claims, suits, or losses however occurring or damages growing out of the same, arising out of the Organization's use of University premises, whether or not caused in part by a party indemnified hereunder.
3. The University has the right to require acceptable proof of certain insurance coverages, limits and endorsements depending upon the purpose(s) of the use. Failure to provide acceptable and timely evidence of these insurance requirements to the University upon request will result in the immediate termination of the right to use University premises. When the University requires insurance from Organization for use of University premises then the University must be named as an additional insured.
4. Organization agrees to follow all applicable University policies available for viewing at the following website: <http://guru.psu.edu/policies/>
5. The University has the right to terminate Organization's use of University premises if, in the sole discretion of University, such use would interfere with operation of the University, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the University.
6. The Organization agrees to release, hold harmless and defend the University from any costs, including legal fees, due to the University's termination of Organization's use of University premises.
7. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The Organization hereby agrees to be subject to the jurisdiction of the courts for the County of Centre, Pennsylvania and agrees further that Centre County shall be the venue for any and all legal actions brought under this Agreement.
8. The signatory is authorized to sign this document on the Organization's behalf and understands and agrees that the University accepts no responsibility or liability for any acts or injuries occurring from the use of the University facilities for the purpose stated above.

Distribution:

Original in Issuing Office;
Copy faxed to Risk Management
Office at least two (2) weeks prior to Event.
Fax (814) 865-4029

Signature, Organization Officer	Date
Printed Name/ Officer Title	
Telephone Number: _____	